l		
	Dean T. Kirby, Jr. Calif. Bar No. 090114 Leonard J. Ackerman Calif. Bar No. 171073	E-Filed April 19, 2007
	KIRBY & McGUINN, A P.C. 600 B Street, Suite 1950	
	San Diego, California 92101-4515	
ĺ	Telephone: (619) 685-4000 Facsimile: (619) 685-4004 dkirby@kirbymac.com	
	lackerman@kirbymac.com	
l	Michelle L. Abrams Nev. Bar No. 5565 MICHELLE L. ABRAMS, LTD.	
	3085 South Jones Blvd., Suite C Las Vegas, NV 89146	
	Telephone: (702) 369-3724 Facsimile (702) 369-0651 mabrams@mabramslaw.com	
	Attorneys for Creditor Debt Acquisition Company of America V	
	UNITED STATES BANKI	RUPTCY COURT
	District of Ne	
	In re	Case No. BK-S-06-10725 LBR
	USA COMMERCIAL MORTGAGE COMPANY	DECLARATION OF HOWARD JUSTUS IN RESPONSE TO OBJECTION TO
	In re Debtor.	CLAIM NOS. 10725-00779, 10725-00780, 10725-00781, 10725-00783, AND
	USA CAPITAL REALTY ADVISORS, LLC	10725-00904, ASSIGNED TO DEBT ACQUISITION COMPANY OF AMERICA
	Debtor.) V, LLC
	In re	(AFFECTS DEBTOR USA COMMERCIAL MORTGAGE COMPANY)
	USA CAPITAL DIVERSIFIED TRUST FUND, LLC) DATE: April 26, 2007
	In re)) TIME: 9:30 a.m.
	USA CAPITAL FIRST TRUST DEED FUND, LLC)
	Debtor.	
	In re	
	USA COMMERCIAL MORTGAGE COMPANY))
	Debtor.))
	Affects: □ All Debtors))
ľ	 ■ USA Commercial Mortgage Company □ USA Capital Realty Advisors, LLC 	
	☐ USA Capital Realty Advisors, LLC ☐ USA Capital Diversified Trust Fund, LLC	,)
	☐ USA Capital First Trust Deed Fund, LLC	
	□ USA Securities, LLC))
11		

2.5 The claim of Janet Szabo, in the amount of \$25,107.97. A true and correct copy of the Notice of Transfer of Claim filed with the Bankruptcy Court is attached as Exhibit 9. A true and correct copy of the Courtesy Notice re Claim Transfer received by DACA from The BMC Group is attached as Exhibit 10. I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct and that this Declaration was executed on April 18, 2007 at San Diego, California. **HOWARD JUSTUS**

Debt Acquisition Company of America V, LLC 1565 Hotel Circle South, Suite 310 San Diego, CA 92108 (619) 220-8900

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

DISTRICT OF	NEVADA
In re: USA COMMERCIAL MORTGAGE COMPANY Debtors.) Chapter 11) Jointly Administered Under) Case No. BK-S-06-10725 LBR)) NOTICE OF TRANSFER OF CLAIM) OTHER THAN FOR SECURITY AND) WAIVER OF NOTICE) Bankruptcy Rule 3001(e)(1)
PLEASE TAKE NOTICE that the scheduled claim Debtor in the amount of \$43,017.52, as listed within Sched the Debtor, and all claims of Transferor have been transferor have been transferor the transfer of the claims and all rights there under. To Bankruptcy Rule 3001 (e)(1).	nsferred and assigned other than for security to Debesignature of the Transferor on this document is evidence
I, the undersigned Transferor of the above-described of there under to DACA upon terms as set forth herein and in the required to transfer the above claim or claims into their nan \$43,017.52 and has not been previously objected to, sold reimburse DACA a pro-rata portion of the purchase price if the part by the Debtor, the Court, or any other party. Interproceedings shall be initiated and adjudicated in the Coustated above, DACA assumes all risks associated with the defendance of the clerk of the court is authorized to change the address regulisted below.	ne. I represent and warrant that the claim is not less than d, or satisfied. Upon notification by DACA, I agree to the claim is reduced, objected to, or disallowed in whole of the claim is reduced, objected to, or disallowed in whole of the claim is reduced, objected to, or disallowed in whole of the claim is reduced, objected to, or disallowed in whole or the claim is received the claim is not less than an object of the claim is not less tha
TRANSFEROR: POMPEO LOMBARDI 572 SUGARPINE DR INCLINE VILLAGE, NV 89451- Print Name Compeo J. Lombardi Signature Compeo Lombardi	-8414
Updated Address (if needed) Phone 775-240-0084 Fax 775-826-	1697 E-Mail pampeo @ excite com
TRANSFERE: DEBT ACQUISITION COMPANY OF AMERICA V, L 1565 Hotel Circle South, Suite 310, San Diego, CA 9210 Signature:	

Mail Refl 2-17207 2619900

In re: USA COMMERCIAL MORTGAGE COMPANY,) Chapter 11
)
Debtors.) Case No. 06-10725
) (Jointly Administered)
·)

COURTESY NOTICE RE CLAIM TRANSFER OF CLAIM NO S19652

TO:

POMPEO LOMBARDI 572 SUGARPINE DR

INCLINE VILLAGE NV 89451-8414

PLEASE TAKE NOTICE that we have received and processed a Transfer to DEBT ACQUISITION COMPANY OF AMERICA V, LLC of your Claim, Schedule Record [s19652] in the amount of \$43,017.52.

DATED: August 21, 2006

THE BMC GROUP

1330 East Franklin Avenue El Segundo, California 90245

Debt Asspiration Company of America V, LLC	
1,965 Medal Cliebs South, Suite 310	
Sun Diege, CA 92108 (619) 220-8980	
UNITED STATES	BANKRUPTCY COURT
DISTRIC	CT OF NEVADA
lin ret) Chapter 11
) Jointly Administered Under
) Case No. SK-S-06-10725 LBR.
usa commerical mortgage company,)) NOTICE OF TRANSFER OF CLAIM
	OTHER THAN FOR SECURITY AND
Debters.) WAIVER OF NOTICE
) Backraptey Rule 3001(a)(1)
described by Bankruptey Ruin 2001 (c)(1). L, the undersigned Transferor of the above-described to DACA upon teams as as first herein and in the amount in met inus then \$14,005,07 and has not been	had chains, havely seeign and sensefer my claim and all rights there as after latter resolved. I suprement and wassest that the correct set previously objected to, sold, or admitted. Upon notification by
I, the undersigned Transferor of the above-descri- under to DACA upon tesses as set first, herein and in the amount in set less than \$14,005,07 and has not been DACA, I agree to unintense DACA is pro-min parti- dical areas in whole or part by the Daleter, the Court, or side amounted with the deleter's ability to distribute to	in aller beler receptors, i imposition and variant, and and environment, provincely objected to, sold, or enfolfed. Upon notification by my of the pureless price if the address material, objected to, or many other party. Other than as stand above, DACA assumes all ands. I agree to deliver to Data Amphiblion Company of America, to the above of the manuscript.
I, the undersigned Transferor of the above-descri- under to DACA upon tenses as set first, bestle and in the amount is not less than \$14,055,07 and has not been DACA. I agree to relationer DACA a pre-rate, parti- dicallesced in whole or part by the Deleter, the Court, or risks amounted with the deleter's shiftly to distribute it may assumpted interest requestes reactived attempted to change the address requesting the claim of the Transf TRANSFERQS:	in aller beller reportugi, i implantations variant, unit and variant and in provinced to actification by in provinced to actification by in a file paralleles price if the existent in malanal, objected to, or a vary other party. Other than as stand above, DACA assumes all ands. I agree to deliver to Data Amphiblion Company of America. In the class of the management. The stack of the court is authorized.
I, the undersigned Transferor of the above-descri- under to DACA space trans as set first bends and in the assessed in the time \$14,056.07 and has not been DACA. I agree to substance DACA a pro-min parti- dical count in whate or part by the Daktor, the Count, a claim associated with the deleter's shiftly to distribute fi- my assessment with the deleter's ability to distribute fi- nay assessment or payments removed astronomics to change the address requesting the claim of the Transf TRANSFEROR: DALTON FRANSFETT	in all is the received, I repetitive and variant and and and constitution for provincely objected to, sold, or existind. Upon extilication by modified to, or any other party. Other then as stand above, DACA extends at least, 1 agree to deliver to Dald Amphillian Company of America. The slade of the anthorism to the date of this agreement. The slade of the court is anthorised lawr to that of the Transferor Reted belove.
I, the undersigned Transferor of the above-determined to DACA upon tesses as at first hards and in the amount is not less than \$14,000,07 and has not been DACA, I again to substance DACA a promit post distillation in whale or put by the Dabter, the Court, or this mendant with the determ's shiftly to distillate from mendant with the determ's shiftly to distillate from mendant with the determ's shiftly to distillate from mendant with address regarding the claim of the Transfer change the address regarding the claim of the Transfer DALTON STARSFETT 4948 BUSIONNET DR. SPARASS, NV 39436-\$134	in all is the received, I repetitive and variant and and and constitution for provincely objected to, sold, or existind. Upon extilication by modified to, or any other party. Other then as stand above, DACA extends at least, 1 agree to deliver to Dald Amphillian Company of America. The slade of the anthorism to the date of this agreement. The slade of the court is anthorised lawr to that of the Transferor Reted belove.
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I, the undersigned Transferor of the above-descri- under to DACA upon tested as set food barries and in the assent is not less than \$14,864.07 and into not been DACA, I agree to reinforme DACA a pro-min posts destinated in whole or put by the Dates, the Count, o cide manufacted with the delen's shiftly to distribute in my correspondence or payments remived subsequent to change the address regarding the cisies of the Transf TRANSFERQS: DALTON F MARFETT 4948 BURGONNET DR. SPARKS, NV 39434-\$134 Print Name A Mar Market Line Lea, Address	in eith biller provided, I septimize and terms unto uncontent on provident to, each, or minified. Upon each first the shift in motional, objected to, or me of the provide price if the choice in motional, objected to, or may other party. Other then as stand above, DACA executes all saids. It again to deliver to Dulct Ampubblica Company of America to the date of this agreement. The shifts of the court is aethorized four to that of the Tunnelises listed below. Title
I, the undersigned Transferor of the above-determined to DACA upon tesses as at first hards and in the amount is not less than \$14,000,07 and has not been DACA, I again to substance DACA a promit post distillation in whale or put by the Dabter, the Court, or this mendant with the determ's shiftly to distillate from mendant with the determ's shiftly to distillate from mendant with the determ's shiftly to distillate from mendant with address regarding the claim of the Transfer change the address regarding the claim of the Transfer DALTON STARSFETT 4948 BUSIONNET DR. SPARASS, NV 39436-\$134	in office before the problem of an antiferior of the continuous continuous and continuous and continuous and continuous and continuous and problem of the color in antiferior. Officer then as stated above, DACA community of any other party. Other than as stated above, DACA community of any other than the stated above, DACA community of American and the date of this agreement. The shock of the court is authorized to the date of the Tunasterse listed below.
I, the undersigned Transferor of the above-descri- under to DACA upon tested as set food barries and in the assent is not less than \$14,864.07 and into not been DACA, I agree to reinforme DACA a pro-min posts destinated in whole or put by the Dates, the Count, o cide manufacted with the delen's shiftly to distribute in my correspondence or payments remived subsequent to change the address regarding the cisies of the Transf TRANSFERQS: DALTON F MARFETT 4948 BURGONNET DR. SPARKS, NV 39434-\$134 Print Name A Mar Market Line Lea, Address	in eith biller provided, I septimize and terms unto uncontent on provident to, each, or minified. Upon each first the shift in motional, objected to, or me of the provide price if the choice in motional, objected to, or may other party. Other then as stand above, DACA executes all saids. It again to deliver to Dulct Ampubblica Company of America to the date of this agreement. The shifts of the court is aethorized four to that of the Tunnelises listed below. Title
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I, the undersigned Transferor of the above-descri- under to DACA upon trass as at Such hards and in the amount is not into them \$14,686,07 and into each board DACA, I again to substance DACA a pro-man post distillation in whate or put by the Datter, the Court, or this mendand with the delays's ability to distillate in my accompanions or payments removed substances to change the abiron regarding the claim of the Transf TRANSFEROR: DALTON FRIAFFETT 4948 BUBONNET DR. SPARKES, NV 59434-\$134 Print Name DAGA WARFET Signstone Signstone	in eith biller provided, I septimize and terms unto uncontent on provident to, each, or minified. Upon each first the shift in motional, objected to, or me of the provide price if the choice in motional, objected to, or may other party. Other then as stand above, DACA executes all saids. It again to deliver to Dulct Ampubblica Company of America to the date of this agreement. The shifts of the court is aethorized four to that of the Tunnelises listed below. Title
I, the undersigned Transferor of the above-description of the DACA upon traces as act foot bords and in the assessment is until him then \$14,000.07 and has not been DACA. I regime to infiniture DACA a pro-min posted distincted in which or part by the Datter, the Count, a cide manufacted which the delen's shiftly to eliminate in an accompanient of payments removed subsequent to change the address regarding the claim of the Transfer DALTERS & SARFETT dress BUBONNET DR. SPARRES, NV 37-05-2134 Print Name. AND MALE H. Signature Updated Address (if precised) Phone 275 2/9-9550 Peac	previously objected to, and, or enfected. Upon artification by me of the purchase prior if the chies in sectional, objected to, or may other party. Other then as stated thous, DACA estates all sade. I again to deliver to Dain Amphibites Company of America to the date of this agreement. The sink of the court is aethorized lawre to that of the Transferse Seted Indian.
I, the undersigned Transferrer of the above-description to DACA upon traces as set first borner and in account is not into the SIAMMAT and into unt board DACA, I agree to minimum DACA a pre-min particular and by the Dates, the Count, or this mentioned with the deleter's shiftly to distribute firmly mercuspersions or payments remined subsequent to change the address regarding the claim of the Transfer DALTON F RASPETT 49-68 BUBONNET DE SPARKE, NV 37-436-8134 Print Name. Address of the Machinet Signature County of the County of t	previously objected to, each, or entitled. Upon notification by me of the purchase price if the child in melanal, objected to, or my other party. Other than as stand shown, DACA measures all ands. I agree to differe to Date Amphibless Company of America, to the date of the agreement. The shell of the court is assisprimed lawr to that of the Transferor listed before. Title Date 47/11/08 E-Mail DemoCath Q thought . ref

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In re: USA COMMERCIAL MORTGAGE COMPANY,) Chapter 11
)
) Case No. 06-10725
Debtors.) (Jointly Administered
)

COURTESY NOTICE RE CLAIM TRANSFER OF CLAIM NO S19653

TO:

DALTON MAFFETT 4948 DUBONNET DR SPARKS NV 89436-8134

PLEASE TAKE NOTICE that we have received and processed a Transfer to DEBT ACQUISITION COMPANY OF AMERICA V, LLC of your Claim, Schedule Record [s19653] in the amount of \$20,067.97.

DATED: August 30, 2006

THE BMC GROUP

1330 East Franklin Avenue El Segundo, California 90245

08-14-196 11:46 FROM-

Mail Rad 2-10505 2619903 T-046 P002/010 F-085

Debt Acquisition Company of America V, LLC 1565 Hotal Circle South, Suite 310 San Diego, CA 92108 (619) 220-8900

(619) 220-8900	
	INKRUPTCY COURT
DISTRICT	OF NEVADA
In re:) Chapter 11) Jointly Administered Under) Case No. BK-S-06-10725 LBR
USA COMMERCIAL MORTGAGE COMPANY) NOTICE OF TRANSPER OF CLAIM
Debtors.	OTHER THAN FOR SECURITY AND
) WAIVER OF NOTICE) Bankruptcy Rule 3001(e)(1)
the Debtor, and all claims of Transferor have been to Acquisition Company of America V, LLC ("DACA") evidence of the transfer of the claims and all rights the described by Bankruptcy Rule 3001 (e)(1). I, the undersigned Transferor of the above-described there under to DACA upon terms as set forth herein and in required to transfer the above claim or claims into their a \$26,262.23 and has not been previously objected to, sold, on DACA a pro-rate portion of the purchase price if the claim Dobtor, the Court, or any other party. Interpretation of the interpretation of the claim and adjudicated in the County of San Diagonaments all risks associated with the debtor's shifty to district the county of San Diagonaments all risks associated with the debtor's shifty to district.	redule E of the Schedules of Assets and Liabilities filed by rensferred and assigned other than for security to Debt. The algorithm of the Transferor on this document is sere under. Transferor hereby agrees to waive notice a licely letter received. I sufficient DACA to take the step ame. I represent and wernest that the claim is not less the restained. Upon notification by DACA, I agree to reimber is reduced, objected to, or disallowed in whole or part by the his agreement that results in legal proceedings shall be, State of California. Other than as stated above, DACA ribute funds. I agree to deliver to Debt Acquisition Companies and the date of this agreement. The clock of the court is Transferor to that of the Transferor listed below.
TRANSPEROR: OLIVER C PUHR 1696 HEARTESTONE CT RENO, NV 89821-4048	
Print Name OLIVER PUBL	Title VICE-PECON
Signature	Date
Updated Address (if needed)	
Phone 116 614 9004 Pax 116 604	E-Mail
TRANSFERSE: DEST ACQUISITION COMPANY OF AMERICA V, 1565 Hotel Circle South, Suite 318, See Diego, CA 92	шс

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In re: USA COMMERCIAL MORTGAGE COMPANY,) Chapter 11
•)
) Case No. 06-10725
Debtors.) (Jointly Administered)
)

COURTESY NOTICE RE CLAIM TRANSFER OF CLAIM NO S19655

TO:

OLIVER PUHR

1696 HEARTHSTONE CT RENO NV 89521-4048

PLEASE TAKE NOTICE that we have received and processed a Transfer to DEBT ACQUISITION COMPANY OF AMERICA V, LLC of your Claim, Schedule Record [s19655] in the amount of \$31,762.23.

DATED: August 21, 2006

THE BMC GROUP

1330 East Franklin Avenue El Segundo, California 90245

08/13/2008 11:32 FAX	₩ 002/002
Dubt Acquisition Company of America V, LLC 1565 Hard Circle South, Suits 310 San Diago, CA 92108	
(619) 220-8900	
United States Bank District of N	
In rec	Chapter 11) Jointly Administered Under
USA COMMERICAL MORTGAGE COMPANY) Case No. BK-S-06-10725 LBR
) NOTICE OF TRANSFER OF CLADA
Debtors.) OTHER THAN POR SECURITY AND) WAIVER OF NOTICE
	Benkruptoy Rule 3001(e)(1)
I, the undersigned Transferor of the above-described claims under to DACA upon terms as set forth herein and in the offer he amount is not less than \$37,037.93 and has set been previous DACA. I agree to reimbures DACA a pro-sets portion of the decliowed in whole or part by the Debter, the Court, or any other into accordant with the debter's shiftly to distribute finals. I agang convergenteess or payments required ashestpoort to the debter to change the address regarding the claim of the Transferor to the	ter received. I represent and warrant that the current ust ty objected to, sold, or satisfied. Upon notification by purchase price if the claim is missed, objected to, or r party. Other than as stated above, DACA measures all received to Debt Asquisition Company of America
TRANSPIROR: THIOMAS STEWART 300 GLESTENING CLOUD DR. MENDERSON, NV 8901.7	L3119
Print Name Thomas Stowast	Title
Signature A	Dem 8/15/07
Updated Address (If service)	
Phone 107-456-7127 PM	Exel 4 Stewarts pearthlink net
TRANSFERENCE: DEST ACQUESTION COMPANY OF AMERICA V. LLC 1546 Bond Circle South, Suite 310, See Biogr. GATE[10]	
Signature:	

in re: USA COMMERCIAL MORTGAGE COMPANY,) Chapter 11
Debtors.) Case No. 06-10725
) (Jointly Administered)
)

COURTESY NOTICE RE CLAIM TRANSFER OF CLAIM NO 819656

TO:

THOMAS STEWART
330 GLISTENING CLOUD DR
HENDERSON NV 89012-3119

PLEASE TAKE NOTICE that we have received and processed a Transfer to DEBT ACQUISITION COMPANY OF AMERICA V, LLC of your Claim, Schedule Record [s19656] in the amount of \$37,037.93.

DATED: August 21, 2006

THE BMC GROUP

1330 East Franklin Avenue El Segundo, California 90245

Debt Acquisition Company of America V, LLC 1565 Hotel Circle South, Suite 310 San Diego, CA 92108 (619) 220-8900

Mail Ref# 2-10043 2619907

UNITED STATES BANKRUPTCY COURT DISTRICT OF NEVADA

In re:) Chapter 11) Jointly Administered Under
USA COMMERCIAL MORTGAGE COMPANY Debtors.	Case No. BK-S-06-10725 LBR NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY AND WAIVER OF NOTICE Bankruptcy Rule 3001(e)(1)
PLEASE TAKE NOTICE that the scheduled claim of in the amount of \$25,107.97, as listed within Schedule E of Debtor, and all claims of Transferor have been transferred and Company of America V, LLC ("DACA"). The signature of transfer of the claims and all rights there under. Transfer Bankruptcy Rule 3001 (e)(1).	the Schedules of Assets and Liabilities filed by the assigned other than for security to Debt Acquisition the Transferor on this document is evidence of the
I, the undersigned Transferor of the above-described claim there under to DACA upon terms as set forth herein and in the of required to transfer the above claim or claims into their name. \$25,107.97 and has not been previously objected to, sold, or reimburse DACA a pro-rata portion of the purchase price if the coart by the Debtor, the Court, or any other party. Interpretation shall be initiated and adjudicated in the County of San Die DACA assumes all risks associated with the debtor's ability to do Company of America any correspondence or payments received the court is authorized to change the address regarding the claim of	ffer letter received. I authorize DACA to take the steps I represent and warrant that the claim is not less than r satisfied. Upon notification by DACA, I agree to claim is reduced, objected to, or disallowed in whole or of this agreement that results in legal proceedings ego, State of California. Other than as stated above, distribute funds. I agree to deliver to Debt Acquisition subsequent to the date of this agreement. The clerk of
TRANSFEROR: JANET SZABO 292 FRANCISCO ST HENDERSON, NV 89014-6026	
Print Name Janet Szabo	Title Account Executive
Signature Jan State	Date 7/31/04
Updated Address (1f needed)	
Phone 702 570 2000 Fax	E-Mail prema dolleshotmail. Com
TRANSFEREE: DEBT ACQUISITION COMPANY OF AMERICA V, LLC 1565 Hotel Circle South, Suite 310, San Diego, CA 92108	
Signature:	

In re: USA COMMERCIAL MORTGAGE COMPANY,) Chapter 11
)
) Case No. 06-10725
Debtors.) (Jointly Administered)
	1

COURTESY NOTICE RE CLAIM TRANSFER OF CLAIM NO S19657

TO:

JANET SZABO 292 FRANCISCO ST

HENDERSON NV 89014-6026

PLEASE TAKE NOTICE that we have received and processed a Transfer to DEBT ACQUISITION COMPANY OF AMERICA V, LLC of your Claim, Schedule Record [s19657] in the amount of \$25,107.97.

DATED: August 21, 2006

THE BMC GROUP

1330 East Franklin Avenue El Segundo, California 90245